

RECORDATION NO. 28045-A FILED

OCT 01 '09 -2 55 PM

**SURFACE TRANSPORTATION BOARD**

**ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.**

**20038**

**(202) 393-2266**

**FAX (202) 393-2156**

**E-MAIL alvordlaw@aol.com**

**ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)**

**OF COUNSEL  
URBAN A. LESTER**

**October 1, 2009**

**Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423-0001**

**Dear Ms. Quinlan.**

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of September 30, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Master Rail Lease Agreement and Equipment Schedule No. 1 and Equipment Schedule No. 2 being filed with the Board under Recordation Number 28045.

The names and addresses of the party to the enclosed document are:

**Seller: Trinity Rail Leasing Warehouse Trust  
2525 Stemmons Freeway  
Dallas, Texas 75207]**

**[Buyer: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, Texas 75207]**

Anne K. Quinlan, Esq.  
October 1, 2009  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

60 railcars: TILX 161041 - TILX 161100.

A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/bhs  
Enclosures

RECORDATION NO. 28045-A FILED

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**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

**SURFACE TRANSPORTATION BOARD**

TRINITY RAIL LEASING WAREHOUSE TRUST (formerly known as Trinity Rail Leasing Trust II), a Delaware statutory trust, as seller (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, as buyer (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of March 25, 2009 by and between the Buyer, as buyer and as Servicer, and the Seller, at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Schedule A and (y) any Leases related thereto set forth on Schedule B and (z) certain other assets set forth on Schedule C and (u) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.


The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of such Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a first-priority security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

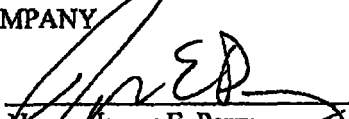
THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 30<sup>th</sup> day of September, 2009.

TRINITY RAIL LEASING WAREHOUSE  
TRUST

By:   
Name: Thomas C. Jardine  
Title: Vice President

TRINITY INDUSTRIES LEASING  
COMPANY

By:   
Name: James E. Perry  
Title: Vice President, Treasurer and  
Assistant Secretary

ACKNOWLEDGMENT

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Thomas C. Jardine, who upon oath, acknowledged himself to be the Vice President of TRINITY RAIL LEASING WAREHOUSE TRUST, a Delaware statutory trust, and that he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the corporation by himself as such officer of TRINITY RAIL LEASING WAREHOUSE TRUST.

WITNESS my hand and official seal this 21<sup>st</sup> day of September, 2009.

MY COMMISSION EXPIRES: 6/9/2012 *Danielle Henderson*  
Notary Public



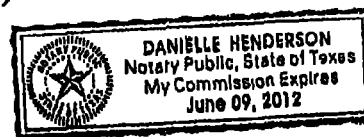
ACKNOWLEDGMENT

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Vice President, Treasurer and Assistant Secretary of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, and that he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the Delaware corporation by himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 21<sup>st</sup> day of September, 2009.

MY COMMISSION EXPIRES: 6/9/2012 *Danielle Henderson*  
Notary Public



Schedule A  
to Bill of Sale and Assignment  
and Assumption Agreement

**RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;  
PURCHASE AMOUNT<sup>1</sup>**

<b><u>ID</u></b>	<b><u>Asset Mark</u></b>	<b><u>Lessee Number</u></b>	<b><u>Build Date</u></b>	<b><u>Car Type</u></b>
1	TILX161041	8962	3/30/2009	Tank
2	TILX161042	8962	3/30/2009	Tank
3	TILX161043	8962	3/30/2009	Tank
4	TILX161044	8962	3/31/2009	Tank
5	TILX161045	8962	3/30/2009	Tank
6	TILX161046	8962	3/30/2009	Tank
7	TILX161047	8962	4/30/2009	Tank
8	TILX161048	8962	3/31/2009	Tank
9	TILX161049	8962	3/31/2009	Tank
10	TILX161050	8962	3/31/2009	Tank
11	TILX161051	8962	3/31/2009	Tank
12	TILX161052	8962	3/31/2009	Tank
13	TILX161053	8962	4/30/2009	Tank
14	TILX161054	8962	3/31/2009	Tank
15	TILX161055	8962	3/31/2009	Tank
16	TILX161056	8962	4/7/2009	Tank
17	TILX161057	8962	3/31/2009	Tank
18	TILX161058	8962	4/7/2009	Tank
19	TILX161059	8962	4/7/2009	Tank
20	TILX161060	8962	3/31/2009	Tank
21	TILX161061	8962	4/30/2009	Tank
22	TILX161062	8962	4/7/2009	Tank
23	TILX161063	8962	4/30/2009	Tank
24	TILX161064	8962	4/7/2009	Tank
25	TILX161065	8962	4/7/2009	Tank
26	TILX161066	8962	4/30/2009	Tank
27	TILX161067	8962	4/7/2009	Tank
28	TILX161068	8962	4/30/2009	Tank
29	TILX161069	8962	4/30/2009	Tank
30	TILX161070	8962	4/30/2009	Tank
31	TILX161071	8962	4/7/2009	Tank
32	TILX161072	8962	4/30/2009	Tank
33	TILX161073	8962	4/30/2009	Tank
34	TILX161074	8962	4/30/2009	Tank
35	TILX161075	8962	4/30/2009	Tank

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<sup>1</sup> **Purchase Amount** The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada

36	TILX161076	8962	4/30/2009	Tank
37	TILX161077	8962	4/30/2009	Tank
38	TILX161078	8962	4/30/2009	Tank
39	TILX161079	8962	4/30/2009	Tank
40	TILX161080	8962	4/30/2009	Tank
41	TILX161081	8962	4/30/2009	Tank
42	TILX161082	8962	4/30/2009	Tank
43	TILX161083	8962	4/30/2009	Tank
44	TILX161084	8962	4/30/2009	Tank
45	TILX161085	8962	4/30/2009	Tank
46	TILX161086	8962	4/7/2009	Tank
47	TILX161087	8962	4/7/2009	Tank
48	TILX161088	8962	4/8/2009	Tank
49	TILX161089	8962	4/7/2009	Tank
50	TILX161090	8962	4/30/2009	Tank
51	TILX161091	8962	4/30/2009	Tank
52	TILX161092	8962	4/30/2009	Tank
53	TILX161093	8962	4/30/2009	Tank
54	TILX161094	8962	4/30/2009	Tank
55	TILX161095	8962	4/30/2009	Tank
56	TILX161096	8962	4/30/2009	Tank
57	TILX161097	8962	4/30/2009	Tank
58	TILX161098	8962	4/30/2009	Tank
59	TILX161099	8962	4/30/2009	Tank
60	TILX161100	8962	4/30/2009	Tank

**Schedule B  
to Bill of Sale and Assignment  
and Assumption Agreement**

**LEASES**

1. American Plant Food Corporation, Rider One, dated November 24, 2008 to Railroad Car Lease Agreement, dated November 24, 2008, between Trinity Industries Leasing Company and American Plant Food Corporation for 200 covered triple hopper cars.
2. PPG Industries, Inc. Rider Ten, dated December 22, 2008 to Railroad Car Lease Agreement, dated March 12, 1982 between Trinity Industries Leasing Company and PPG Industries, Inc. for 60 coiled and insulated tank cars.



**Schedule C**

**OTHER TRANSFERRED ASSETS**

None

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: 9/30/09



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Robert W. Alvord